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Suzanne Henderson



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

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Harper, Karen Marie CHK 00765

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Pald-Up With 640 Acres Pooling Provision

|Code: 12751

PAID-UP OIL AND GAS LEASE

(No Surface Use)

See attached Exhibit "A" for Land Description

in the County of Tarrant, State of TEXAS, containing 0.200 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or leas.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of [5] five years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in affect pursuant to the provisions hereof.

2. This locate, which is a "pict" less requiring no remain, shall be in force for primary and [5] five years from the data hereod, and for all long threstelf as all or gas or dares substances covered hereby an produced in poying quantities from the lessed previous from the data hereod, and for all long threstelf as all or data of the substances produced and sweet hereunder shall be gable by Lessee to Lessor a follows: (a) and of their fluid hydrocamons experted at Lessee's separator facilities, the royal year has been produced and sweet hereunder shall be gable by Lessee to Lessor as follows: (a) and of their fluid hydrocamons experted at Lessee's separator facilities, provided that Lessee shall have the confinance give the production of the well-like or to Lessor's credit at a comparison of the second production of the second product

of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

3. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's comership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 50 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee until 150 days after Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above, if at any time two or more persons are antitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferse to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the trans

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10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary ane/for enhanced necovary, Leases shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including bit not limited to geophysical operations, the drilling of war and the construction and use of roods, canals, poplines, tanks, water wells, disposal walls, injection wells, piles, electric and telephone lines, power stations, and other facilities deemed necessary by Lease to discover, produces, some and the reasonable production. Leases may use in such operations, free of cost, and, or of an advances produced on the leased premises described in such operations, free of cost, and, or of the season of the season

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

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Exhibit "A" Land Description

Attached to and made a part of that certain Paid Up Oil and Gas Lease dated the day of felocity, 2009, by and between, HARDING ENERGY PARTNERS, LLC, a Texas limited liability company, as Lessee, and Karen Marie Harper, dealing in her sole and separate property as Lessor.

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.200 acre(s) of land, more or less, situated in the J. A. Dunham Survey, Abstract No. 424, and being Lot 30, Block 1, ShadowBrook Place, an Addition to the City of Keller, Tarrant County, Texas according to the Plat thereof recorded in Volume/Cabinet 368-187, Page/Slide 4 of the Plat Records of Tarrant County, Texas, and being further described in that certain General Warranty Deed With Vendor's Lien In Favor Of Third Party recorded on 8/24/1994 as Instrument No. D194192866 of the Official Records of Tarrant County, Texas.

ID: , 37939H-1-30

Initials <u>VIII</u>